



Dodge County and Jefferson County, Wisconsin

Request for Proposals: Software and Implementation Services for Financial Suite including

General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Job Costing, Inventory, Payroll, Budget, Human Resources, Cemetery Management, Money Management, Vehicle Preventative Maintenance, Purchasing, Project/Grant Management

Issue Date: July 1, 2015

Due Date and Time: July 27, 2015, 4:30 PM CST

Receipt Location:

Dodge County IT Department
Attn: Erin Roberts
127 East Oak Street
Juneau, WI 53039

WARNING: Persons obtaining a copy of this RFP must notify the County to be included in the list of entities to be notified of any new information and question responses regarding the RFP. A prospective proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date. There are two files associated with this RFP package, one in Adobe PDF, one in MS Excel.

Financial Suite

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ADVERTISEMENT FOR PROPOSALS

The Dodge County and Jefferson County, Wisconsin will receive separate sealed proposals for the following item at the IT Department. Proposals will be received and publicly acknowledged at the location, date and time stated below. Only the name of the proposers responding to this request for proposals shall be read aloud.

PROPOSAL TITLE: Dodge County and Jefferson County Financial Suite

SUBMISSION DEADLINE: July 27, 2015, 4:30 PM CST

**SUBMISSION LOCATION: Dodge County IT Department
Attention: Erin Roberts
127 E. Oak Street
Juneau, WI 53039**

Dodge County and Jefferson County, Wisconsin seek proposals from qualified vendors for a General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Job Costing, Inventory, Payroll, Budget, Human Resources, Cemetery Management, Money Management, Vehicle Preventative Maintenance, Purchasing, Project/Grant Management system, to be referred to going forward as a Financial Suite, as well as system implementation services. The scope of this request will include, but is not limited to: an implementation project plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data conversion plan, implementation testing plan, quality assurance plan, pre- and post-implementation support plan, and a training plan. The proposer shall also provide project management resources leading to the successful implementation of the system.

Criteria for selection will be based on price, experience, level of fit of the proposed system based on the County's functional and technical requirements, and implementation approach. The selection process will be conducted in accordance with the Request for Proposals and will be led by in-house project and evaluation teams. Product demonstrations and vendor reference checks will also be used to select a vendor.

The Request for Proposals and Attachments may be obtained beginning **Wednesday, July 1, 2015** in the office of the IT Department located on the 2nd floor of the County Administration Building at 127 East Oak Street in Juneau, WI. The documents are also available on the County's homepage at www.co.dodge.wi.us. Interested parties shall submit information as specified in the Request for Proposals (RFP) to Dodge County before 4:30 PM CST on Monday, July 27, 2015. Further information or questions can be addressed to Erin Roberts at eroberts@co.dodge.wi.us.

Until the final award by Dodge County and/or Jefferson County, said Counties reserves the absolute and unconditional right to reject any or all bid proposals, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said County will be realized herein. Each County has the right individually. No bid may be withdrawn for a period of at least 180 days after the actual date of opening thereof.

By submitting a proposal, all persons and entities submitting a proposal thereby acknowledges and agrees to the terms contained in this RFP.

1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying Dodge County and/or Jefferson County's needs for software and professional services to implement a Financial Suite. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system(s) is available that meets the County's needs, the County may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the County's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offerer," and "proposer" are considered to have the same meaning and shall refer to the person/entity submitting a proposal.

1.2a About Dodge County

Dodge County, founded in 1836, is located in southeastern Wisconsin. According to the 2013 Census Estimate, the population was 88,875 residing in 24 townships, 11 villages and 9 cities. Dodge County contains 47,819 real estate parcels and has a total land area of 582,400 acres, or 882 square miles, including 13,440 acres of open water.

1.2b About Jefferson County

Jefferson County, founded in 1836, is located in southeastern Wisconsin. According to the 2013 Census Estimate, the population was 83,940 residing in 16 townships, 5 villages and 6 cities. Jefferson County contains 43,658 real estate parcels and has a total land area of 372,900 acres, or 576 square miles, including 17,104 acres of open water.

1.3 Project Objectives

Dodge County is planning to replace its current General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Job Costing, and Inventory systems as well as add a Budget, Cemetery Management, Money Management, Fleet Management, Purchasing, and Project / Grant Management systems. Jefferson County is planning to replace its current General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Payroll, and Human Resources systems. In doing so, both Counties seek to address several challenges in the current environment, including but not limited to:

- Reliance on manual and paper-based process;
- Lack of integration among Dodge County and Jefferson County systems;

- Limited workflow capability within Dodge and Jefferson County systems;
- Limited online and self-service functionality;
- The County could further leverage document management functionality;
- The County could further leverage remote and mobile access to applications;
- Limited interoperability among departments;
- Limited query and reporting capabilities;

In order to address these challenges and others, the County has initiated an enterprise-wide project to adequately plan for, select, and implement a Financial Suite or a combination of several packages integration. Section 2.0, Project Scope, outlines the features and functionality desired in a future System as well as the professional services activities to be a part of implementation.

1.4 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the Counties will follow. The Counties have performed extensive planning work and have planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. The Counties have an aggressive schedule for implementation and will need to stay on the schedule of dates listed below in order to meet its implementation goals. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum. Both Dodge and Jefferson Counties reserves the absolute and unconditional right to make reasonable changes to the schedule as needed as determined by Dodge and Jefferson Counties in its sole discretion.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	July 1, 2015
Deadline for Questions From Vendors	July 23, 2015 at 1:00 PM Central
Final Addendum for Questions Published	July 24, 2015
Deadline for Proposal Submissions	July 27, 2015 at 4:30 PM Central
Vendor Demonstrations	Week of August 16, 2015
Begin Contract Negotiations	August 31, 2015

1.5 No Obligation

The inquiry made through this RFP implies no obligation on the part of either Dodge County or Jefferson County.

1.6 Pre-Qualification of Vendors

The County has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

1.7 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the

RFP. Responders can capture the entire scope of the Financial Suite or parts of it. The determination of whether a proposal is responsive shall be at the sole and absolute discretion of Dodge County.

1.8 Partnerships

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall submit a single proposal in response to this RFP. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Primary Vendor. It is expected that any item in the proposal response guidelines that relates to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship.

1.9 Incurred Expenses

Neither Dodge or Jefferson County nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal or participating in presentations as part of the evaluation procedure.

1.10 Questions and Inquiries

Dodge County Information Technology Department shall be the sole point of contact for the purposes of this RFP. The following table provides the primary contact information.

Table 02: Point of Contact

<i>Point of Contact</i>
Erin Roberts, Database Administrator
eroberts@co.dodge.wi.us

Questions and inquiries related to this procurement, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to Erin Roberts using the contact information in Table 02 above.

All questions and inquiries related to this RFP must reference the RFP or attachment page number and section. Questions shall be concise and numbered. In accordance with the RFP Schedule of Events in Section 1.6, all questions must be received in writing no later than Thursday, July 23, 2015 at 4:30 PM Central Time. Questions and answers will be publicly published to the County's website in accordance with Section 1.12, Amendments and Addenda. Only questions and answers publicly published through addendum shall be binding. Proposers shall not contact any County staff with any questions or inquiries. Unauthorized contact with any personnel of the County may be cause for rejection of the proposer's response. The decision to reject a proposal is solely that of the Counties.

1.11 Clarification and Discussion of Proposals

The Counties may request clarifications and conduct discussions with any proposer who submits a proposal. Proposers must be available for a presentation to the Counties on specific dates if selected for software demonstrations.

1.12 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the County's website. The County will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on Monday, July 27, 2015.

Only questions and answers documented in an addendum shall be binding. The County reserves the right to revise the RFP prior to the deadline for proposal submissions on Monday, July 27, 2015. Revisions shall be documented in an addendum and publicly published to the County's website.

2.0 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Job Costing, Inventory, Payroll, Human Resources, Budget, Cemetery Management, Money Management, Vehicle Preventative Maintenance, Purchasing, Project/Grant Management

Table 03: Functional Areas

No.	Functional Area
1	General and Technical
2	General Ledger
3	Accounts Payable
4	Accounts Receivable
5	Fixed Assets
6	Job Costing
7	Inventory
8	Payroll
9	Human Resources
10	Budget
11	Cemetery Management
12	Money Management
13	Fleet Management/Vehicle Preventative Maintenance
14	Purchasing
15	Project/Grant Management
16	Interfaces

The List of Functional and Technical Requirements contained in Attachment B contains the detailed functionality the Counties requires within each functional area in a future system(s).

2.2 County and Project Staffing

The County intends to have a dedicated Project Manager through implementation. Additional County resource planning has not been completed and will be based on the resource estimates and staffing plan provided by the vendor.

2.3 Number of Users

The County is not currently utilizing an enterprise system to provide the functionality described in this RFP and is not able to project user counts. The County requests vendors project user counts (both total and concurrent) based on metrics about the County and implementation and configuration experience with similar organizations.

2.4 Sources of Records Information

The County's business processes that utilize records information include input from a variety of sources that include County maintained databases; County maintained paper data stores and external databases, such as those maintained by the County. The County has developed several databases to manage certain records information. In some cases, applications leverage these databases and in others the databases exist in MS Access or MS Excel, as well as the IBM AS400 series platform.

Table 04: County Applications and Databases

No	Summary
1	JD Edwards
2	Excel

2.5 Current County Technical Environment

The following sub-sections describe these areas of the County's technical environment.

1. **Network Infrastructure:** Dodge County and Jefferson County currently has its own network and maintain connectivity capabilities with the State's network. All equipment sit behind each County's firewall and rely on connectivity to the Internet via a private entity. Each of the County's sites utilizes fiber connectivity to each building to support the WAN.
2. **Hardware and Operating Systems**

Table 05: Client Hardware and Operating Systems

Level	Specification
Standard Desktop	Windows 7 Professional SP1 (64 bit)
Standard Laptop	Windows 7 Professional SP1 (64 bit)
Mobile Tablet	Windows 8 (64 bit), Android, and Apple iOS

2.6 Implementation Project Plan

1. **Project Objectives:** This section should include overall project objectives.
2. **Project Deliverables and Milestones:** This section should include a list of deliverables and milestones of the project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the County.
3. **Project Schedule:** This section of the Project Plan should identify the dates associated with deliverables and milestones. In addition, the Project Plan should reflect project predecessors, successors and dependencies. The County requires the Vendor to develop and maintain the project schedule and resource plan.
4. **Project Management Processes:**
 - a. **Resource Management:** This section of the Project Plan should describe County resources, proposer resources, and the overall project team structure and should include an organizational chart. Each role identified for the vendor, any subcontractors, and the County

should also include a description of the responsibilities related to the identified project role as well as the communication process for each party.

- b. **Scope Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage project scope and the process used to request changes to project scope. It is the County's desire to use the proposed LIMS "as is" and, as such, any changes must be reviewed and approved by the County's Project Team.
 - c. **Schedule Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage the project schedule and the process used to submit requested changes to the schedule. The proposer must ensure that the project schedule is kept current and report any missed milestones to the county.
 - d. **Risk Management:** This section of the Project Plan should describe the approach the proposer will use to document existing project risks, report them to the team, and provide recommendations for mitigating the risk.
 - e. **Quality Management:** This section of the Project Plan should describe the approach the proposer will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the County.
5. **Bi-Weekly Status Reports:** This section of the Project Plan should describe the approach the vendor will use to provide bi-weekly status reports throughout the course of the project. This section should describe the layout of the bi-weekly status report and the expected delivery mechanism that will be used to provide the report to the County and review it on a bi-weekly basis with the County's project manager and appropriate project staff.

Proposers shall provide a preliminary Implementation Project Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.7 Requirements Traceability Matrix

As part of the Project Scope, the selected vendor must develop and maintain a Requirements Traceability Matrix (RTM) to track and report to the County which Functional and Technical Requirements have been satisfied during each phase of the project. The RTM is created by associating requirements with the work products that satisfy them. It is the County's intention that the vendor will maintain the RTM (throughout the life of the project) along with collaborative input from the County. As part of the "go-live" acceptance process for each phase, the County and vendor shall agree that each requirement in the RTM for that phase has been satisfied. Attachment B includes a list of the Functional and Technical Requirements requested by the County.

2.8 Vendor Project Team Resource Management

Proposers shall provide a preliminary Resource Plan for the Vendor Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.9 County Project Team Resource Management

Proposers shall provide a preliminary Resource Plan for the County Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.10 Communication Management Plan

A project of this size and complexity represents a tremendous investment and associated risk for any organization. Thus, the County anticipates the need to be able to provide frequent and regular progress updates and status reports to designated County staff.

As part of the Project Scope, the selected vendor must provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, project team meetings, online web progress reporting tools, etc.) that the vendor will use; frequency of these communications; and key vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. This will become a part of the Implementation Plan.

Additionally, the County expects that the vendor will make Key Personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, budget, or implementation of the LIMS.

2.11 Business Process Change Management Plan

As stated in the project objectives above, the County wishes to maximize its use of the new Financial Suite's capabilities and anticipates that this goal will require it to undertake business process changes that may or may not have a significant impact on County operations and personnel.

As part of the Project Scope, the selected vendor must develop and provide a detailed Change Management Plan. This plan should include a list of the business processes that the vendor recommends changing and a detailed description and flowchart of the recommended new processes, the anticipated benefits to the County of these changes, and how the vendor proposes to manage this change process. Workflow diagrams will be provided to the selected vendor.

2.12 Software Customization Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed Software Customization Plan that includes anticipated customizations and their impact to the overall project schedule, budget, and final success. This software customization plan should describe the process that the County and the vendor will engage in for accepting the software modifications. While it is the County's intent to utilize the vendor system's existing capabilities and embedded best-practice business processes, it recognizes that there will be some critical work processes that require some amount of software customization.

2.13 System Interface Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements. During the gap-fit analysis, vendors will conduct the work necessary to gain an understanding of the existing environment and the complete list of interfaces that will need to be developed. Attachment B contains a list of the potential interfaces at this time.

Proposers shall provide a preliminary System Interface Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.14 Data Conversion Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The County would like to understand how the proposer will approach developing the data conversion plan, and what processes will be undertaken by the proposer's project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned

conversion steps, estimated hours, and what resources will be required (by County or proposer) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The proposer is expected to assist the County in the conversion of both electronic and manual data to the new system. It is expected that the County will be responsible for data extraction from current systems and data scrubbing and that the proposer shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s).

Proposers should plan to have converted data ready for the User Acceptance Testing phase of the project. Proposers shall provide a preliminary Data Conversion Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.15 Testing Plan

As part of the Project Scope, the selected vendor will develop and provide a Testing Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the County's expectation that the Testing Plan govern all phases of the project and that the vendor will also provide assistance during each testing phase involving County users. The vendor will develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The vendor will also provide a plan for stress testing of the system that will occur during or after UAT.

2.16 Quality Assurance Plan

As part of the Project Scope, the selected vendor will provide a Quality Assurance Plan that describes how the desired levels of quality will be achieved through implementation. The Plan should identify resources from both the vendor and the County who will be involved in the processes of quality planning, quality assurance, and quality control. The County expects that vendors have an existing Quality Assurance Plan that it employs as part of its standard implementation.

2.17 Pre- and Post-Implementation Support Plan

As part of the Project Scope, the selected vendor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after go-live. Vendors should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the vendor's response should clarify these potential services and highlight the level of support that has been proposed.

2.18 Training Plan

As part of the Project Scope, the selected vendor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the software and/or implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end users).
2. The role and responsibility of the County staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end users, and technology personnel. The County would like to handle training with the Train-the-Trainer approach.
4. Proposed training schedule for County personnel of various user and interaction levels.

5. Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.
6. The knowledge transfer strategy proposed by the software and/or implementation vendor to prepare County staff to maintain the system after it is placed into production.
7. Detailed description of system documentation and resources that will be included as part of the implementation by the vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the County's intention that the selected vendor will coordinate the training of County personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

Documentation, including training manuals and agendas, will be provided by the proposer before each training session with County staff.

2.19 Deliverables Dictionary

As part of the Project Scope, the selected vendor will develop and provide a "Deliverables Dictionary." The County anticipates the Deliverables Dictionary will be a listing of key project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposer's project plan. The Deliverables Dictionary, at a minimum, should include the items described in this section.

Proposers shall provide a Deliverables Dictionary as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.20 System Documentation

As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module.

Proposers shall provide sample System Documentation as part of responses in accordance with the Submittal Response Format described in Section 4.0. In addition, proposers shall provide an overview of the system documentation that will be provided as part of system implementation.

2.21 Business-Oriented Workflow Diagrams

As part of the Project Scope, the selected vendor will develop and provide documented business-oriented workflow diagrams. The diagrams will depict the to-be business processes in a future environment that leverages the software to be implemented. Such diagrams shall be developed as part of initial system configuration activities as part of business process change management.

3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The County's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the County. The evaluation criteria described in Section 3.2 will be the basis for evaluation and such criteria shall be evaluated at the county's sole discretion.

The Evaluation Committee will determine the vendor's best suited to meet the needs of the County based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.

The County, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List, or any other vendor. Demonstrations will be conducted at County offices. Time limitations and demonstration requirements will be provided with the notification. The County expects the proposed Project Manager to participate in the demonstrations onsite. Each Evaluation Committee member will score the demonstration.

Demonstrations will be assigned a portion of the overall Technical Capability score. The County may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration as well as a demonstration "lab."

The County may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

Table 06: Evaluation Criteria

Criteria	Description	Maximum Score
Functional & Technical	This criterion considers both the qualifications of the personnel proposed to provide the services solicited by this RFP and the products that are proposed to be used in performing the services solicited by this RFP. In evaluating the proposer's products, the County will consider the business benefits and the business process improvements as a result of implementing the proposer's products.	40 points
Approach	This criterion considers the proposer's understanding of the scope of work and the quality and clarity of the proposer's written methodology and description of the proposed approach to accomplish the work.	15 points
Experience	This criterion considers (1) the proposer's past performance on any projects for similar counties, (2) the results of reference checks, (3) the proposer's experience in providing the services solicited by this RFP as set forth in the proposer's response, and (4) the qualifications of proposed staff.	25 points
Cost	This criterion considers the price of the services solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers	20 points

This criterion considers the price of the services solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.

3.3 Best and Final Offer

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest in the County. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of the evaluation process.

4.0 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by proposers submitting proposals:

1. The deadline for proposal submissions is established in Section 1.0, RFP Introduction and Background. The proposal deadline is **Monday, July 27, 2015 at 4:30 PM Central Time**. Proposals received after this deadline will not be accepted.
2. Proposers shall submit twenty (20) hard copies of the Technical Proposal and twenty (20) hard copies of the Cost Proposal under separate covers to the County at the address listed on RFP cover and Table 7. Four (4) hard copies of the Technical Proposal and four (4) hard copies of the Cost Proposal should be clearly marked as "Original," and the remaining copies should be clearly marked "copy."
3. Technical Proposals should be provided in binders with tab separators. Technical Proposals shall not include extraneous marketing materials.
4. Proposers shall submit one (1) electronic versions of the Technical Proposal and one (1) electronic versions of the Cost Proposal on a CD/DVD or USB Flash drive to the County along with hard copy proposals. All documentation shall be provided electronically in searchable PDF unless otherwise noted in this RFP.
5. Mailed proposals shall be clearly labeled on the outside of the packaging with the RFP Title.
6. The mailing address for proposals is contained in the following table.

Table 07: Proposal Mailing Addresses

County Mailing Address
IT Department
Attn: Erin Roberts
127 East Oak Street
Juneau, WI 53039

7. The following table contains the organization guidelines for proposal responses.

Table 08: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 1	Transmittal Letter and Executive Summary	4.2
Tab 2	Project Approach and Software Solution	4.3
Tab 3	Implementation Methodology	4.4
Tab 4	Company Background and History	4.5
Tab 5	Key Proposed Personnel and Team Organization	4.6
Tab 6	Project Roles and Responsibilities	4.7
Tab 7	Project Schedule	4.8
Tab 8	Functional and Technical Requirements Response	4.9
Tab 9	Data Conversion Plan	4.10
Tab 10	Quality Assurance Plan	4.11
Tab 11	Deliverables Dictionary	4.12
Tab 12	Sub-Contracting	4.13
Tab 13	References	4.14
Tab 14	Site Visit References	4.15
Tab 15	Response to Narrative Questions	4.16
Tab 16	Exceptions to Terms and Conditions	4.17
Tab 17	Attachments: Required Forms	4.18
Separate Cover	Price Proposal	4.19

4.2 Transmittal Letter and Executive Summary

The first tab of the proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, or other corporate officer(s). The Transmittal Letter must provide the proposer's primary contact information, including the following:

1. Name of the proposer representative;
2. Title;
3. Name of company;
4. Address;
5. Telephone number;
6. E-mail address;
7. Signature of authorized officer of the firm.

The Transmittal Letter shall be printed on the proposer's letterhead.

A signature on the Transmittal Letter hereby provides the Counties of Dodge and Jefferson acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

4.3 Project Approach and Software Solution

The second tab of the proposal should include a description of the proposed approach for providing the services described in Section 2.0, Scope of Work. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements contained in Attachment B in narrative format. The purpose of this summary is so that the County has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.

Marketing materials should not be submitted on the proposed functionality.

Proposers shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current County technical environment, staffing, project management approach, and County resources available during implementation and support phases.

4.4 Implementation Methodology

The third tab of the proposal should include a comprehensive description of the proposed implementation methodology for the project. The description should include how the proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

As part of the third tab of the proposal, vendors shall include a proposed project schedule.

Proposers should also include a sample Project Plan as part of the third tab.

4.5 Company Background and History

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Scope of Work. The following points should be addressed in the third tab of the proposal.

1. Total number of employees;
2. Office locations;
3. Total number of active clients;
4. Total number of active government clients;
5. Total number of active government clients in Wisconsin
6. Total number of active County government clients;
7. Total number of active Wisconsin County government clients;
8. Total years offering government Case Management Systems;
9. Largest active government installation including population;
10. Smallest active government installation including population.

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

4.6 Key Proposed Personnel and Team Organization

The fifth tab of the proposal should include the resumes of the proposed project personnel as well as the structure of the proposed Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this project for all primary roles. Resumes shall include the following information:

1. Name and title;
2. Role on the project;
3. Description of project roles and responsibilities;
4. Home office location;
5. Listing of past projects where resource implemented the proposed product;
6. Listing of past projects where resource implemented other software products;
7. Educational background;
8. Professional registrations and memberships; and
9. Additional relevant information.

The County reserves the right to require background checks be conducted on any individual conducting work as either an employee of the vendor or on the vendor's behalf.

4.7 Project Roles and Responsibilities

The sixth tab of the proposal should include the proposed resource levels for the County and Vendor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment D. This completed worksheet shall be provided in MS Excel format.

Vendors shall provide resource hour estimates by system module for each of the project activities contained in the two worksheets. A worksheet is provided for the County Project Team and a second worksheet is provided for the Vendor Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope.

4.8 Project Schedule

The seventh tab of the proposal should include the proposed project schedule including major milestones, activities, and timing of deliverables.

4.9 Functional and Technical Requirements Response

The eighth tab of the proposal should include the proposed capability to provide the County's requirements as defined in Attachment B, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in Attachment B. This completed worksheet shall be provided in MS Excel format. When providing responses to the requirements in Attachment B, proposers shall use the response indicators contained in the following table.

Table 09: Worksheet Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release.
F	Feature/Function will be available in a future software release.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications and/or with integration with a third-party system.
N	Feature/Function cannot be provided.

If a response indicator of “F” is provided for a requirement that will be met in a future software release, the proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the proposer shall indicate the cost of such a modification and/or third-party systems and include a cost proposal to secure this system.

4.10 Data Conversion Plan

The ninth tab of the proposal should include the proposed Data Conversion Plan that will ensure the County’s desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the County and the vendor, organized by module.

4.11 Quality Assurance Plan

The tenth tab of the proposal should include the proposed Quality Assurance Plan. This Plan should be based on the proposer’s standard approach for achieving quality assurance.

4.12 Deliverables Dictionary

The eleventh tab of the proposal should include a listing of the key project deliverables that includes a brief explanation of the deliverables, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposed Project Plan provided in Tab 3. The Deliverables Dictionary should include all items described in Section 2.0, Scope of Work, as well as the vendor’s typically provided deliverables.

As part of the eleventh tab, proposals should also identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 5 should be appropriate based on the roles identified for each project deliverable.

Table 10: Deliverables Ownership Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides assistance in development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.

4.13 Sub-Contracting

The twelfth tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service;
2. Reasons for sub-contracting;
3. Proposed sub-contractor;
4. Detailed sub-contractor responsibilities;
5. Sub-contractor name;
6. Sub-contractor location;
7. Sub-contractor experience;
8. Previous use of sub-contractor; and
9. Any additional relevant information.

4.14 References

The thirteenth tab of the proposal should identify the proposer's references for the project. Proposers shall provide at least three (3) County government clients with whom the proposer has worked during the past three (3) years that are of similar size and complexity to the Dodge County. References shall be from County governments that have been live with the current software version for a minimum of two (2) years.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

In the event the proposer cannot provide the required references, substitution of other organizations should be made to ensure three (3) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the County prefers references that were managed by the same project manager recommended for the County. This section of the RFP response should also include an affirmative statement that the proposer grants its consent for the County to contact the proposer's references for purposes of evaluating the proposer for this project and acknowledges that any information obtained from the proposer's references will not be disclosed to the proposer.

This tab should also include the name and contact information of former clients that have elected to leave the vendor. The vendor should describe why the client left, and what steps the vendor has taken to correct the issues that resulted in the client's departure.

4.15 Site Visit References

The fourteenth tab of the proposal should include the contact information for three (3) similarly-sized County governments with which the County may conduct site visits.

4.16 Response to Narrative Questions

The fifteenth tab of the proposal should include the proposer's response to the following narrative questions.

1. Based on information provided in this RFP and experience in working with other counties, what is the proposer's perspective on the most significant risks to this project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the project?
3. How do you propose to keep the project on task?
4. Provide a clear description of project management responsibilities between the County and the Vendor.
5. Please describe your approach for dealing with changes to your staff during the life of this project.
6. What is the earliest you can begin implementation after contract signing?
7. Please describe your organization's recommended approach toward retention of legacy data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed legacy data with your solution.
8. What other system modules or products would the proposer recommend to be complementary to the Project Scope as described in Section 2.0?
9. Describe how your software product can allow workflow routines to be configured to limit the number of approvals needed for like items.
10. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
11. What is the name and current release number of the product being proposed?
12. Please describe your process for handling requests for improved system functionality.
13. When will the next release be available?
14. Is software licensing based on concurrent usage?
15. How is usage managed for update and viewing users?
16. What are the minimum and optimum PC specifications for system use?
17. What are the minimum and optimum server specifications for system use?
18. What additional hardware specifications are required for system use?
19. Describe the security capabilities and levels of the software.
20. Describe availability and features for any application programming interface (API) within the system.
21. How long does the typical implementation of the product being proposed take for an organization of similar size to the County?
22. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
23. What other applications will the product being proposed integrate with or have integrated with in the past?
24. What sets your firm's product being proposed apart from your firm's competitors?
25. Can the product being proposed be deployed in a decentralized or centralized manner?

4.17 Exceptions to Terms and Conditions

The sixteenth tab of the proposal should include any exception the proposer takes to the terms and conditions set forth in this RFP. It is the County's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations. Unless the vendor explicitly describes an exception, the County shall assume there are no exceptions to the terms and conditions or content of this RFP.

4.18 Required Forms

On the seventeenth tab of the proposal Vendors shall submit their preferred standard contract in template format.

4.19 Price Proposal

The proposer's Price Proposal should be provided under separate cover from all tabs of the proposer's Technical Proposal. The Price proposal shall consist of two sections:

1. The completed Cost Proposal Worksheet as contained in Attachment C. Proposers shall not modify the worksheets in any way. Both the worksheet for the County-Hosted and Vendor-Hosted deployments shall be completed and an explanation of why one deployment is not supported shall be provided. Completed worksheets shall be provided in MS Excel format.
2. The proposer's standard travel and expense policy.
3. Agreement with Payment and Retainage. The proposer shall provide a brief statement of agreement with the Payment and Retainage terms identified in this RFP. If a proposer does not agree with all items, a description should be provided of those items for which exception is taken.

5.0 Contract Terms and Conditions

5.1 Contract Type

The resulting contract from this procurement shall be a fixed price contract. The initial contract price will be based upon prices submitted by the selected vendor, subject to contract negotiations with the County, and shall be firm for the total number of years of the contract. Price adjustments will be negotiated at the request of either party in the extension periods or through adjustment clause. The County must be notified in a timely manner of all price increases.

5.2 Contract Review

If requested by the county, the vendor will meet with the County's representative annually via phone call/email to review the contract and performance. This review may include, but not be limited to, a review of the pricing, delivery performance, customer service, and improving operational efficiencies. This review would occur within 14 days of the initial request.

5.3 Contract Changes

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the County. Any increase will be based on the vendor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, and must contain data establishing or supporting the increase in cost. At the option of the County, (1) the request may be granted; (2) the contract may be cancelled and solicitation may be re-advertised; or (3) continue with the contract without change.

The County will accept or reject all such written requests within thirty (30) days of the date of receipt of vendor's request for price increase and receipt of proper written documentation, whichever is later.

If a price increase is approved, the County will issue an amendment to the contract specifying the date the increase will be effective. The vendor will be required to send notice to all users of the contract. All services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

If the County rejects a request for price increase, the vendor will be notified and the contract will continue without change.

5.4 Contract Approval

This RFP does not, by itself, obligate the County to award a contract. The County's obligation will commence following the County's approval of a contract. Upon written notice to the vendor, the County may set a different starting date for the contract. The County will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the County.

5.5 Contract Dispute

In the event of contract dispute, dispute proceedings will be held in the State of Wisconsin. Mediation will be a mandatory first step in the event of a dispute, prior to any legal action. Any disputes that are not resolved shall be venue in and only in the State Circuit Court located in Dodge County, Wisconsin or Jefferson County. No other venue shall be allowed.

5.6 Payment and Retainages

The County understands that there will be potentially three types of costs that are associated with procuring a new system:

Software licensing, implementation services, and annual maintenance costs. In the following sub-sections, each type of cost is defined and the County's expectations for payments and retainage associated with these costs are described.

1. Software Cost

- Software costs include all costs related to licensing the software application and include third party software license fees, where applicable.
- In presenting software license fees, the proposer shall:
 - Explain all factors that could affect licensing fees;
 - Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
 - Indicate which product versions, operating platform(s), are included for each price;
 - Indicate whether a product is for "server" or "client," as applicable; and,
 - Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The County requests that the proposer provide separate prices for each functional area/module in the proposed solution. In addition, the County expects software maintenance costs will not increase in the first three years starting from beneficial use of each module. The County will provide payments associated with software license fees on a milestone basis described in the following table.

Table 11: Software Payment Milestones

Project Milestone (for each phase of the implementation)	Payment (%of Total)	Associated Test
Project Kick-Off and Project Plan Approval	10%	Kick-Off Meeting has been completed and the County has signed off on the Project Plan deliverable.
Initial System Implementation	10%	Identified users can access the off-the-shelf system from all work stations.
Data Conversion	20%	Core data has been converted and the County has approved the migrated data
System Configuration Complete	20%	The County has provided formal acceptance that all business requirements have been successfully configured and end users can access the configured test environment. End users are fully trained to undertake UAT activities.
Approval of Go-Live	20%	The County has signed off on the UAT test results.

Acceptance of System	20%	The County has signed off on at least two months of system operations and reports.
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2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as “not to exceed” estimates and the County will be charged for services as incurred.

The County will pay eighty percent (80%) of the implementation service costs as incurred on the project. Twenty percent (20%) of the implementation service costs will be retained (as a “hold-back”) until successful completion of the associated project phase. The twenty percent (20%) hold-back will be paid to the vendor upon County acceptance of the system (see above for associated test criteria) and sign-off at phase completion.

Costs for the proposed solution should be submitted on the Cost Worksheet (Attachment C). It is important to note the following:

- The County will not consider time and materials pricing. Proposers shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be listed as “no charge;”
- In the event the product or service is not being included in the proposal, the item should be noted as “No Bid;” and,
- Proposer shall make clear the basis of calculation for all fees.

All travel expense costs must be included in the proposer’s fixed price cost. The County will not make a separate payment for reimbursable expenses. Per Force Majeure, County shall not be liable for additional travel costs incurred due for any reason outside the County’s control. The County expects all expenses will be billed in alignment with GSA/IRS Federal Per Diem rates for Wisconsin.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. The County will not pay maintenance fees on functional areas until County sign-off has been provided to approve live operation for one year after go live. The County expects software maintenance costs will not increase in the first three years upon live operation. The County is interested in vendors submitting a cost option based on a lump-sum payment for three years of maintenance.

5.7 Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award. The County is exempt from paying local, state, or federal taxes.

5.8 Requirements

The vendor must comply with all federal, state and local requirements that apply to the proposal, the evaluation, and the contract.

5.9 Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the County for the proposer's use are the sole property of the County. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning County employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with County approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the County.

5.10 County Property

The use of any and all County property must be approved in advance.

5.11 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

5.12 Source Code

Within thirty (30) calendar days of the vendor filing for bankruptcy or protection from creditors in a court of law, going out of business or no longer supporting the software being licensed, the vendor shall provide all appropriate source code to the County to the County's satisfaction. The same applies if the vendor is merged or acquired and/or the software is no longer supported. The County shall then have full rights to use source code for any purposes other than resale. The provision of the source code to Dodge County or Jefferson County shall be at no cost to Dodge County or Jefferson County and shall be provided as a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.

5.13 Insurance Requirements

1. Amounts of Insurance

The selected vendor agrees to provide and maintain the types and amount of insurance contained in the following table, for the term of the executed contract:

Table 12: Amounts of Insurance

No.	Type	Amount
1	Workers' Compensation and Employer's Liability	Statutory Limits: \$100,000 per occurrence
2	Commercial (Public Liability) including but not limited to: A. Premises/Operations B. Independent Contractors C. Personal Injury D. Products/Complete Operations E. Contractual Liability (insuring above indemnity provisions)	Bodily Injury: \$1,000,000 per person and \$2,000,000 per occurrence Property Damage: \$1,000,000 per occurrence with general aggregate: \$2,000,000 Personal Injury and Remaining Claims: \$1,000,000 per occurrence; \$2,000,000 general aggregate.
3	Business (Commercial) Automobile Policy	Combined Single Limit/\$1,000,000

The preceding amounts notwithstanding, the County reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the County all costs for obtaining the increase in the insurance coverage.

2. Other Insurance Requirements

The selected vendor agrees that it is its sole responsibility to provide the required Certificate of Insurance and that failure to comply within ten (10) business days following notice of award and according to the requirements of this RFP shall be a cause for termination of the contract.

Insurance requirements herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Wisconsin. All policies shall be subject to examination and approval by the County Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance requirements by this contract for the County as additional insured shall be primary insurance and not contributing with any other insurance available to County, under any third party liability policy.

The selected vendor further agrees that with respect to the above required insurances, the County shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation.
2. Be provided with a waiver of subrogation, in favor of the County and the County's insurer on all required insurance.
3. Be provided with an unconditional 30 days advance written notice of cancellation or material change.
4. Prior to execution of an agreement, be provided to the County, with either their original Certification of Insurance or their insurance policy evidencing the above requirements.

5.14 Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by County of all services performed by Proposer and iii) the recovery by County of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

5.15 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.16 Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of Wisconsin and is licensed to conduct business in the State Wisconsin;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,

5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

5.17 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the County will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

5.18 Amendment/Withdrawal of Proposals

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the County. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The County may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

5.19 Alternate Proposals

Proposers may not submit alternate proposals for evaluation.

5.20 Sub-Contractors

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the County's request:

1. Complete name of the subcontractor;
2. Complete address of the subcontractor;
3. Type of work the subcontractor will be performing;
4. Percentage of work the subcontractor will be providing;
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Wisconsin business license;
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract; and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the County for all services contracted by the proposer under this RFP.

The proposer's failure to provide this information, within the time set, may cause the County to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the contract administrator designated by the County.

5.21 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the proposer must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

5.22 Right of Rejection

The County reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The County may reject any proposal that is not responsible to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The County reserves the right to reject any proposal determined to be nonresponsive. The County also reserves the right to refrain from making an award if it determines it to be in its best interest.

5.23 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.24 Rights to Submitted Material and Public Information

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the County, and will not be returned. The County will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the County is subject to making records available for disclosure.

5.25 Contract Negotiation

After final evaluation, the County may negotiate with the offers' of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the County may terminate negotiations and negotiate with the offered of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at the Dodge County Administration Building at a date and time to be determined. Negotiations could be held via conference call. If contract negotiations are held, the offerer(s) will be responsible for all costs including its travel and per diem expenses.

5.26 Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,

4. If the proposer and the County, after a good-faith effort, cannot come to terms; then

The County may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the County may, at its sole discretion, terminate negotiations with any or all proposers.

5.27 Hold Harmless

The Proposer shall hold and save the County and its officers, agents, servants/employees harmless from liability of any patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the County.

Proposer further agrees that it shall hold Dodge County or Jefferson County and its employees harmless and shall defend and indemnify Dodge County or Jefferson County and its employees from any and all claims, damages, expenses, costs, liabilities, demands and requests of any nature arising out of and/or relating to the Proposer's submission of a bid and/or the subsequent performance of any work performed relating to the bid/contract and/or project to which this RFP and agreements relate. Proposer also agrees that this absolute duty to hold harmless, defend and indemnify Dodge County or Jefferson County and its employees shall also include, but shall not be limited to any and all claims made by the Proposer and/or any third persons and/or entities and/or parties against Dodge County and/or its employees, for any injury, liability, loss, damage, fee, and/or expense of any nature whatsoever allegedly suffered and/or incurred arising out of and/or relating to the Proposer's bid, this RFP, Proposer's performance, these agreements and/or the underlying project allegedly caused by any error, act, omission, breach and/or negligence of the Proposer.

5.28 Assignment or Subcontract

Proposer shall not assign any right or interest, nor delegate or subcontract any obligation owed under this RFP, proposal or subsequent agreement without the prior written consent of Dodge County or Jefferson County.

5.29 Subsequent Agreement

The successful Proposer, if any, shall be required to execute a contract which incorporates the terms of this RFP and other terms as determined by Dodge County in its sole and absolute discretion. A failure to execute such contract shall serve as a justifiable cause for rejecting/terminating any proposal at no cost, fee and/or liability to Dodge County.

Worksheets

See MS Excel spreadsheet "Dodge County Financials- Worksheets.xlsx"

Samples

See the following documents: